

www.ck12.org

4-07CV-403-A

Page 1

3. Upon information and belief, Defendant Maxn is a foreign corporation, which has in the past and continues to date, to engage in business in the State of Texas, but has not designated nor maintained agents for service of process in the State of Texas. Upon information and belief, Defendant Maxn has sold its insurance services, plans, and policies in Texas as a result of its (i) interactive internet website, www.vistorscoverage.com, which prominently offers: "All plans can be purchased online (secured) and provide you an instant ID. Ready to be used immediately. No Paper Work."; and (ii) sales representatives and/or employees that make sales of insurance services, plans, and policies in Texas. Upon information and belief, Defendant Maxn has solicited business and made infringing sales in Tarrant County and elsewhere in the State of Texas as a result of its marketing efforts, all purposeful acts occurring in the State of Texas for Defendant Maxn to avail itself of the protection and privileges of the State of Texas; that these causes of action arise from such business activities within the State of Texas; and that the conferring of jurisdiction over Defendant Maxn in this Court is not offensive to traditional notions of fair play and substantial justice.

II. JURISDICTION AND VENUE

4. This action is for acts of infringement of federal trademark rights and federal unfair competition, all arising under the Trademark Act of 1946, as amended (the "Lanham Act"), 15 U.S.C. § 1051 *et seq.* and for acts of copyright infringement arising under 17 U.S.C. § 101, *et seq.* This court has jurisdiction pursuant to 15 U.S.C. § 1121 and 28 U.S.C. § 1338(a). This court has jurisdiction over the related common law and state claims pursuant to the court's pendent jurisdiction under 28 U.S.C. § 1338(b). Venue is proper in this district pursuant to 28 U.S.C. § 1391. Furthermore, there is full diversity

between Plaintiff Insubuy and Defendant Maxn, and the amount in controversy substantially exceeds \$100,000, exclusive of interests and costs.

III. PLAINTIFF INSUBUY'S RIGHTS

5. Beginning on or about December 14, 1999, Plaintiff Insubuy launched its website "immihelp.com" [Pleading Exhibit 1] designed to assist persons traveling from abroad into the United States with the various immigration laws associated with the United States. This site has become immensely popular, with website hits to date totaling more than 30,000,000 hits per month.

6. By and through its "immihelp.com" site, Plaintiff Insubuy is able to provide interested persons with links to its various travel, health, medical, and life insurance services, plans, and policies (hereafter Plaintiff's "Insurance Services and Goods"). Plaintiff Insubuy is the owner of websites used in the marketing and sale of its various insurance services, plans, and policies. These websites include the following:

- (i) "visitormedicalinsurance.com" (since August 23, 2002) [Pleading Exhibit 2];
- (ii) "visitorinsurance.net" (since January 5, 2003) [Pleading Exhibit 3];
- (iii) "visitormedical.com" (since July 13, 2004); [Pleading Exhibit 4]
- (iv) "visitors-care.com" (since February 16, 2005) [Pleading Exhibit 5];
- (v) "buyamericaninsurance.com" (since April 16, 2002) [Pleading Exhibit 6];
- (vi) "insubuy.org" (since September 22, 2003) [Pleading Exhibit 7]; and
- (vii) "visitorsinsuranceusa.com" (since July 6, 2006) [Pleading Exhibit 8].

The foregoing websites (collectively "Plaintiff's Websites") have been used in the active promotion, marketing, and sale of Plaintiff's Insurance Services and Goods.

7. By way of example, Plaintiff Insubuy's "buyamericaninsurance.com" website's monthly hits are currently in excess of 7.47 million hits.

8. Plaintiff Insubuy is the owner of all right, title, and interest in and to United States Service Mark Registration No. 2,932,870 ('870 Registration) for "buyamericaninsurance.com" and design [Pleading Exhibit 9], as well as United States Registration No. 2,932,871 ('871 Registration) for "Insubuy" and design [Pleading Exhibit 10], and all appertaining goodwill. Both the '870 Registration and the '871 Registration use a design element of a stylized silhouette of a person holding an umbrella ("Plaintiff's Logo") in association with the words of each respective registration. Further, Plaintiff Insubuy has nationwide common law rights in its Logo and word "Visitors" and other marks as used with Plaintiff's Insurance Services and Goods, all beginning prior to 2003. The foregoing trademarks and service marks are hereinafter referred to as "Plaintiff's Marks" and are all valid and subsisting.

9. Plaintiff Insubuy is the owner of all right, title, and interest in and to the following copyright Certificates of Registration:

- (i) TX 6-054-284 for "www.buyamericaninsurance.com" (website) registered May 14, 2004 [Pleading Exhibit 11];
- (ii) TX 6-122-693 for "www.buyamericaninsurance.com" (website) registered April 4, 2005 [Pleading Exhibit 12]; and,
- (iii) TX 6-125-525 for "www.immihelp.com" (website) registered April 21, 2005 [Pleading Exhibit 13];

as well as other unregistered related works (hereinafter collectively referred to as "Plaintiff's Copyrights"), all of which are valid and subsisting. Plaintiff Insubuy has complied with all

statutory formalities in securing its copyright and these copyright registrations are prima facie evidence of the validity of the copyrights pursuant to 17 U.S.C. § 410(c). As such, Plaintiff Insubuy has the exclusive right to reproduce its works, to prepare derivative works based upon the copyrighted works, to distribute copies to the public, and to display the works publically per 17 U.S.C. § 106. Plaintiff Insubuy has filed Form CA's with the U.S. Copyright Office for each of Plaintiff's copyrights to amend and correct certain information for each of these registrations.

10. As a result of Plaintiff's extensive efforts and investment of resources, Plaintiff Insubuy has been successful in the marketing and sales of its Insurance Services and Goods. The coordinated effect of Plaintiff's Websites, Plaintiff's Marks, and Plaintiff's Copyrights cooperate with one another to create an integrated marketing approach that has been successful for Plaintiff in its years of operation. Plaintiff Insubuy has enjoyed success associated with its fine reputation and goodwill. Plaintiff has become a reliable resource of information and insurance for those who seek to visit, study, work, or immigrate to the United States. As a result, Plaintiff Insubuy has prospered in its various businesses associated with the marketing, promotion, and sale of Plaintiff's Insurance Services and Goods, all as associated with Plaintiff's Websites, Marks, and Copyrights.

IV. DEFENDANT MAXN'S ACTIVITIES

11. Upon information and belief, Defendant Maxn is currently selling like insurance services and goods by and through its "path2usa.com" [Pleading Exhibit 14] and "visitorscoverage.com" [Pleading Exhibit 15] websites. Upon information and belief Defendant Maxn originally began its "path2usa.com" website in March of 2000 [Pleading Exhibit 16], shortly after Plaintiff Insubuy established its initial "immihelp.com" website.

Thereafter, Defendant Maxn established its "visitorscoverage.com" website on or about March 2006, including not only the stylized silhouette of a person holding an umbrella, but also utilizing the word "Visitors." Indeed, an evaluation of the "path2usa.com" and "vistorscoverage.com" websites of Defendant Maxn shows that rather than slavish copying of Plaintiff's websites, Defendant Maxn has sought to copy the "look and feel" of Plaintiff's websites, including the overall organization, layout, sequence, structure, and like words in attempting to misappropriate Plaintiff's goodwill for its own and to ride upon the coattails of the hard-earned reputation developed by Plaintiff Insubuy at great expense.

12. On or about July 10, 2006, Defendant Maxn filed its application to register as its own the mark "visitorscoverage" and design (stylized silhouette of person holding an umbrella) being Serial No. 78926284 [Pleading Exhibit 17]. Defendant Maxn's application for registration was published for opposition on March 13, 2007.

13. On March 13, 2007, Plaintiff Insubuy filed an Opposition (Opposition No. 91176160) proceeding in the United States Patent & Trademark Office seeking to oppose the registration of this mark by Defendant Maxn. This Opposition was terminated on June 22, 2007, when Defendant Maxn suffered a Default Judgment as Defendant Maxn chose not to respond to Plaintiff Insubuy's Opposition.

14. During the course of the Opposition, attorneys for Defendant Maxn corresponded with Plaintiff Insubuy, detailing affirmative pleadings that Defendant Maxn threatened to file in the Opposition. Ultimately, no such pleadings were filed in the Opposition. As noted above, a Default Judgment was entered against Defendant Maxn in the Opposition.

15. Upon information and belief, Defendant Maxn has actively promoted its "path2usa.com" and "visitorscoverage.com" websites nationally and as a result thereof, has made sales of its insurance services, plans, and policies in Tarrant County, in the Northern District of Texas, and elsewhere.

16. Upon information and belief, the principal of Defendant Maxn has long been aware of Plaintiff Insubuy's Websites, Marks, and Copyrights.

17. Upon information and belief Defendant Maxn has undertaken to copy the business style, the "look and feel" of Plaintiff's Websites, a likeness of Plaintiff's Logo as incorporated in its registrations, the word "Visitors" – all in a manner to ride upon the coattails of the hard earned reputation created by Plaintiff Insubuy at great expense over an extended period of time.

18. Upon information and belief, Defendant Maxn's marketing efforts in Tarrant County, in the Northern District of Texas, and elsewhere have misappropriated Plaintiff Insubuy's inherently distinctive Logo by adopting a confusingly similar logo for its own insurance services, plans, and policies. Furthermore, Defendant Maxn has adopted the words "Visitors" in an attempt to trade upon the many Websites owned by Plaintiff Insubuy. In addition, the content of Defendant Maxn's "path2usa.com" and "visitorscoverage.com" websites reflect an effort to copy the look and feel, the organizational structure, the layout, and the expressions of those works embodied in the copyrights that are the subject matter of Plaintiff Insubuy's U.S. Copyrights.

19. Upon information and belief, Defendant Maxn's services and goods are the same type as those marketed and sold by Plaintiff Insubuy. Defendant Maxn's use of the "Logo" and the word "Visitors" in its domain name is likely to cause confusion, mistake, and

to deceive the public in that Defendant Maxn's services and goods are likely to be mistaken for and confused with Plaintiff's Services and Goods.

20. Upon information and belief, Defendant Maxn's use of the "Logo" and word "Visitors" is likely to create the mistaken impression in the public that Defendant Maxn's services and goods are endorsed by Plaintiff Insubuy or that Defendant Maxn is sponsored or affiliated with or in some manner associated with Plaintiff Insubuy.

21. Upon information and belief, Defendant Maxn's organizational structure of its "path2usa.com" and "visitorscoverage.com" websites misappropriates the look and feel of Plaintiff Insubuy's copyrighted websites, and that Defendant Maxn's overall text selection is nothing more than a copy of that work created by Plaintiff Insubuy through Plaintiff Insubuy's own labor over years of time and at significant expense.

22. The acts of Defendant Maxn as alleged herein are without the license, permission, or consent of Plaintiff Insubuy.

23. The acts of Defendant Maxn has alleged herein have caused and, unless restrained by the Court, will continue to cause serious and irreparable harm to Plaintiff Insubuy and the goodwill associated with Plaintiff Insubuy's Marks, Copyrights, and related intellectual property rights.

24. Defendant Maxn's utilization of the "Logo" design that so closely resembles and mimics Plaintiff Insubuy's "Logo" design, while Plaintiff Insubuy continues to currently and actively expand the marketing, promotion, and sale of its known services and goods, if allowed to continue, may destroy or irreparably injure Plaintiff Insubuy's market for its insurance services and goods in this District, in Texas, and elsewhere.

25. Plaintiff Insubuy's remedy at law is not adequate to compensate it for the injury threatened, and since Plaintiff Insubuy is entitled to be in control of the use of its intellectual property rights, to advertise, market, and promote its Insurance Services and Goods, and to identify Plaintiff Insubuy as a source and origin of its well known, high quality Insurance Services and Goods and all goodwill appertaining thereto.

**V. COUNT ONE
INFRINGEMENT UNDER THE LANHAM ACT**

26. Plaintiff Insubuy repeats and realleges paragraphs 1 through 25 of this Complaint and the acts of Defendant Maxn, as set forth therein, are incorporated herein as a pleading to this Count.

27. The unauthorized use by Defendant Maxn of the "Logo" and "Visitors" marks in association with Defendant Maxn's offering for sale and selling of its insurance services and goods in commerce constitutes an infringement of Plaintiff Insubuy's U.S. Service Mark Registration Nos. 2,932,870 and 2,932,871 and related common law trademark rights, which is likely the cause of Plaintiff Insubuy's injury and damages in violation of § 32 of the Lanham Act, 15 U.S.C. § 1114.

28. The unauthorized use by Defendant Maxn of the "Logo" and "Visitors" marks and like textual description in association with Defendant Maxn's offering for sale and selling of its insurance services and goods in commerce constitutes an adoption of a mark, which constitutes a false designation of origin – a knowingly false description or representation – regarding the services and goods offered or sold by Defendant Maxn in commerce and an infringement that is likely to cause Plaintiff Insubuy injury and damage in violation of § 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

**VI. COUNT TWO
COMMON LAW VIOLATIONS AND UNFAIR COMPETITION**

29. Plaintiff Insubuy repeats and realleges paragraphs 1 through 28 of this Complaint and the acts of Defendants Maxn as set forth therein are incorporated herein as a pleading to this Count.

30. Upon information and belief, Defendant Maxn has infringed and continues to infringe upon Plaintiff Insubuy's common law rights by adopting and using a colorable imitation of Plaintiff's distinctive "Logo" and "Visitors" marks, namely, Defendant Maxn's "Logo" and "Visitors" marks as used in association with its marketing, offering for sale, and sale of Defendant Maxn's insurance services and goods, knowing full well of Plaintiff Insubuy's prior rights in and to its Marks, as used in association with Plaintiff Insubuy's services and goods.

31. Upon information and belief, Defendant Maxn has intentionally selected the "Logo" and "Visitors" marks and certain textual descriptions for use with its marketing and promotion of its insurance services and goods so as to trade upon the well developed goodwill and reputation of Plaintiff Insubuy developed as a result of the widespread advertising, marketing, and sale of Plaintiff Insubuy's Insurance Services and Goods. The use of Plaintiff Insubuy's Marks by Defendant Maxn, when used in connection with its insurance services and goods offered to others, is confusingly similar with Plaintiff Insubuy's Marks as used with its Services and Goods.

32. Upon information and belief, Defendants' adoption and use of the "Logo" and "Visitors" marks has enabled Defendant Maxn to deliberately pass-off and palm-off its

services and goods as those of Plaintiff Insubuy, with the intention to deceive and defraud the public.

33. Upon information and belief, such actions of Defendant Maxn not only deceive the purchasing public, but cause irreparable injury to Plaintiff Insubuy's business and goodwill and further damage Plaintiff Insubuy's ability to expand its operations. Defendant Maxn's usage of the "Logo" and "Visitors" marks mislead and deceive the public by causing the public to believe erroneously that Defendant Maxn's services and goods have the sponsorship or approval of Plaintiff Insubuy.

34. Upon information and belief, Defendant Maxn has engaged in unfair competition and continues to engage in unfair competition with Plaintiff Insubuy in that Defendant Maxn has knowingly, willfully, and fraudulently appropriated Plaintiff Insubuy's Marks by adopting marks for its services and goods that are confusingly similar to that of Plaintiff Insubuy's Marks, and not only is there a likelihood of confusion, but upon information and belief, actual confusion has resulted in the marketplace. This attempt by Defendant Maxn to trade upon Plaintiff Insubuy's goodwill and reputation, and to unlawfully appropriate the benefit of Plaintiff Insubuy's years of marketing exposure, constitutes unfair competition by Defendant Maxn.

35. The purposely deceptive use of the "Logo" and "Visitors" marks by Defendant Maxn has caused irreparable injury to Plaintiff Insubuy's reputation and goodwill as symbolized by its "Logo" and "Visitors" Marks and will continue to cause damage unless Defendant Maxn is enjoined from such actions.

COUNT THREE COPYRIGHT INFRINGEMENT

36. Plaintiff Insubuy repeats and realleges paragraphs 1 through 35 of this Complaint and the acts of Defendant Maxn as set forth therein are incorporated herein as a pleading to this Count.

37. Upon information and belief, Defendant Maxn has infringed and continues to infringe upon Plaintiff Insubuy's Copyrights in and to its various websites, to wit: Defendant Maxn has misappropriated, copied, and adopted for its own Plaintiff's copyrights, including the "look and feel" of Plaintiff's Websites (*i.e.*, the layout, organization, and structure of the Websites of Plaintiff Insubuy) and made derivative works thereof. As such, Defendant Maxn has violated the exclusive rights of Plaintiff Insubuy and is an infringer of Plaintiff Insubuy's Copyrights, all in violation of 17 U.S.C. § 501, *et seq.*

38. Upon information and belief, Defendant Maxn has had unfettered access to Plaintiff's website "immihelp.com" and has created its own website, "path2usa.com" that is substantially similar and mimics Plaintiff's "immihelp.com" website. Upon information and belief, in every instance, Plaintiff Insubuy would originate new content for its "immihelp.com" website, only to have same copied into Defendant Maxn's "path2usa.com" website at a later date. By way of example, see the following:

CONTENT	PLAINTIFF'S "IMMIHELP.COM" PLEADING EXHIBIT	DEFENDANT'S "PATH2USA.COM" PLEADING EXHIBIT
Affidavit of Support Form I134	18A	18B
American Language	18C	18D
Renting an Apartment	18E	18F
Birth Certificate	18G	18H
Visitor Visa to U.S.A.	18I	18J
Extend Visitor's Visa	18K	18L

As such, Defendant Maxn has illegally copied Plaintiff Insubuy's copyrighted website.

39. Upon information and belief, Defendant Maxn has had unfettered access to Plaintiff's website "buyamericaninsurance.com" and has created its own website "visitorscoverage.com" that is substantially similar and mimics Plaintiff's "buyamericaninsurance.com" website. Upon information and belief, in every instance, Plaintiff Insubuy would originate new content for its "buyamericaninsurance.com" website, only to have the same copied into Defendant Maxn's website "visitorscoverage.com" at a later date. By way of example, see the following:

CONTENT	PLAINTIFF'S "BUYAMERICANINSURANCE.COM" PLEADING EXHIBIT	DEFENDANT'S "VISITORScoverage.COM" PLEADING EXHIBIT
Home Page	19A	19B
• International Health Insurance Products ❶		
• Compare Plans ❷		
• View all Plans ❸		
Compare Plans	19C	19D
• Details ❹		
• Fixed & Comprehensive Plans ❺		
Visitor Insurance Types	19E	19F
Comparison of Visitors		
Medical Plans	19G	19H
Development of Insurance		
Co. Logos & Content	19I	19J
View all Plans – structure, including Plan (with Logo link),		
Plan Details & Notes	19K	19L
PPO Network Search	19M	19N
Current Clients ❻	19O	19P
FAQ about Visitor		
Medical Insurance	19Q	19R
Visitor Medical Insurance		
Overview	19S	19T

As such, Defendant Maxn has illegally copied Plaintiff Insubuy's copyrighted website.

40. To the extent that the copies are not exact, Plaintiff Insubuy further asserts that Defendant Maxn's websites are unauthorized, infringing derivative works, derived from the underlying works detailed in Plaintiff Insubuy's Copyrights.

41. The unauthorized copying and making of derivative works of the content of Plaintiff Insubuy's Websites, as reflected in its Copyrights, by Defendant Maxn, constitutes an infringement under 17 U.S.C. § 501.

42. The purposefully infringing use of Plaintiff Insubuy's copyrighted works by Defendant Maxn has caused irreparable injury to Plaintiff Insubuy and such will continue to cause damage unless Defendant Maxn is enjoined from such actions, pursuant to 17 U.S.C. § 502.

VII. DAMAGES

43. The amount of actual damages and lost sales sustained by Plaintiff Insubuy and/or profits of Defendant Maxn as a direct and proximate result of Defendant Maxn's misconduct and violations set forth under Counts One, Two, and Three, hereinabove, was not ascertainable at the time of filing this Complaint, but will be ascertained more clearly during pre-trial discovery, and will be pled with more specificity at the conclusion of discovery; however, upon information and belief, such damages are well in excess of \$500,000, exclusive of interest and costs.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Insubuy prays for the following relief:

(a) That Defendant Maxn, its officers, agents, servants, affiliates, employees, partners, members, attorneys, and representatives and all those in

privity or acting in concert with Defendant Maxn and each and all of them be permanently enjoined from directly or indirectly:

- (i) using the "Logo" and/or "Visitors" marks or any other confusingly similar mark in association with Defendant Maxn's insurance services and goods, all of which is confusingly similar to Plaintiff Insubuy's Marks, as used in association with its Insurance Services and Goods;
- (ii) performing any act or using any word, name, style, title, or other mark that is likely to cause confusion, to cause mistake, to deceive, or otherwise mislead the trade or public into believing that Plaintiff Insubuy and Defendant Maxn are one in the same or in some way connected; or that Plaintiff Insubuy is a sponsor of Defendant Maxn or its services and goods; or that Defendant Maxn is in some manner affiliated, associated with, or under the supervision or control of Plaintiff Insubuy; or that the services and goods of Defendant Maxn originated or are approved by Plaintiff Insubuy; or is likely in any way to lead to the trade or to the public to associate Defendant Maxn with Plaintiff Insubuy; and,
- (iii) using any trade practice whatsoever, including those complained of herein, which tend to unfairly compete with or injure Plaintiff Insubuy's business or goodwill;

(b) That Defendant Maxn be required to account for and pay over to Plaintiff Insubuy all gains, profits, and advantages derived by them from the activities herein complained of;

(c) That all services and goods of Defendant utilizing the "Logo" and "Visitors" marks, along with all plates, molds, matrices, and other means of making same, shall be delivered up for destruction pursuant to 15 U.S.C. § 1118;

(d) That Plaintiff Insubuy recover from Defendant Maxn treble the amount of damages suffered by Plaintiff Insubuy pursuant to 15 U.S.C. § 1117;

(e) That Defendant Maxn be enjoined from infringing the Copyrights of Plaintiff Insubuy, pursuant to 17 U.S.C. § 502;

(f) That all of Defendant Maxn's copies of Plaintiff Insubuy's Copyrighted works be impounded and disposed of, pursuant to 17 U.S.C. § 503;

(g) That the Court award Plaintiff Insubuy its actual damages and Defendant Maxn's profits or statutory damages of \$150,000 for each such act of copyright infringement, per 17 U.S.C. § 504(c);

(h) That the Court award punitive and exemplary damages against Defendant Maxn in favor of Plaintiff Insubuy in the sum of no less than \$100,000 by reason of Defendant's fraud and palming-off;

(i) That this case be deemed exceptional and that Plaintiff Insubuy be awarded its costs and reasonable attorneys' fees pursuant to 15 U.S.C. § 1117; that Plaintiff Insubuy be deemed the prevailing party pursuant to 17 U.S.C. § 505 and receive its attorney's fees as part of the costs, and other applicable laws;

(j) That Plaintiff Insubuy be awarded its costs of this litigation; and,

(k) That Plaintiff Insubuy receive all other, further, or different relief as the Court may deem just and proper.

X. JURY DEMAND

Pursuant to Federal Rules of Civil Procedure, Rule 38(b), Plaintiff Insubuy hereby demands a trial by jury of any issue triable of right by a jury in the above-identified action.

Respectfully submitted,

By: 

RICHARD L. SCHWARTZ
SBN 17869500

WHITAKER CHALK SWINDLE & SAWYER L.L.P.
301 Commerce Street, Suite 3500
Fort Worth, TX 76102-4186
(817)878-0500
Fax: (817)878-0501

ATTORNEYS FOR PLAINTIFF
INSUBUY, INC.

1

PLEADING

EXHIBIT 1

Immihelp.com

From an immigrant,
to future immigrants.

International Travelers Medical Insurance

Home | Greencard | Visas | Insurance | Forum | Tracker | USA | NRI | Classifieds | Yellow Pages

Find ANY word

Search

Popular

Discussion Forums
Fillable Forms
Read Experiences
Sample Documents
First Time Travel to USA

Visas

Athlete/Artist Visa - P
Business Visa - B1
Crewmen Visa - C1/D
Entertainer Visa - P
Extend Visitor Visa
Fiancé Visa - K1, K3
H1B, H4 Visa
L1, L2 Visa
Media Visa - I
Medical Treatment Visa
Non-Immigrant Visas
Premium Processing
Religious Visa - R1, R2
Schengen Visa
Stamping from Mexico
Student Visa (F, J, M)
Transit Visa - Non USA
Transit Visa - USA
Visitor Visa - Tourist - B2
V Visa
Visa Waiver Program

Processing Timings

USCIS - CSC(California)
USCIS - NSC(Nebraska)
USCIS - MSC(Missouri)
USCIS - TSC(Texas)
USCIS - VSC(Vermont)
USCIS - Local Offices
Labor Certification

Online Case Tracking
National Cust. Service Ctr

Immigration

Citizenship - USA
Immigration News
Info Pass - Appointment
USCIS Articles

Visitors Visa - Tourist, B2

Sponsor Documents
Visitor Documents
Interview Tips
Case Studies
New Rules/Alerts
Extend Visitor Visa
More...

Insurance

Visitor Medical Insurance
Student Medical Insurance
Individual Medical Insurance
Schengen Visa Insurance
Life Insurance
Trip Cancellation Insurance

Visitors Insurance - Guide
Visitor Insurance - Types
Visitor Medical Insurance - FAQ
Visitor Health Insurance - Glossary

More...

Green Card

Adjust. of Status(I-485)
Adoption Based
Advance Parole
Consular Processing
Diversity Lottery 2008
EAD (Work Permit)
Employment Green Card
Family Based Green Card
I-140
Labor Certification
LIFE Act (245 i)
Lost Green Card
Political Asylum
Re-Entry Permit
Refugee
Replace Green Card
Renew Green Card
Retain Green Card
Returning Resident
Visa Bulletin
More...

Articles & News

No show applicants May 7, 2007
Exchange rate: \$1 = \$42 Apr 27, 2007
Exchange rate: \$1 = 44 Apr 13, 2007
English appts at New Delhi Mar 29, 2007
Reschedule/Cancel Appointment Mar 6, 2007
Documents-no courier for Mumbai Dec 29, 2006
Shut down of VFS Vijayawada Dec 29, 2006
VFS Service Charge Change Dec 11, 2006
More...

Directory

USCIS Local Offices
USCIS Service Centers
Indian Consulates in USA
US Consulates in India

More...

Immigration/Visa Tracker

Visitor Visa Green Card
H1-H4 Visa Labor Certification
Student Visa I-485

More...

Newcomer to USA

Buying Car ITIN Number
Credit Cards Rent Apartment
Driver's License Social Sec. Num.

More...

Yellow Pages

Audio/Video Stores Restaurants
Grocery Stores Temples
Movie Theaters Travel Agents

More...

Classifieds

Auto Matrimonial
Baby Sitting Room Mates
Jobs Travel Companion

More...

NRI

India Boy or Girl?
Dual Citizenship Baby Names
Passport STD Codes
PIO Card ISD Codes
Visa USA
News Birth Certificate
More... Childbirth
Passport

Miscellaneous

Birth Certificate
Currency Cheat Sheet
Currency Converter
Dinner Invitation
Latest Quotes & Charts
Marriage Certificate
Send a Greeting Card
View a Greeting Card

ScanAlert!
**HACKER
SAFE**
TESTED 03-JUL

**Before
you
check-in
for USA
travel,
check out
Visitors
Medical
Insurance**

**SCHENGEN VISA
INSURANCE
INSTANT LETTER**

**Business
Visa**

**Health
Insurance**

Testimonials

Absolutely the BEST site on this subject. - J. Sobe, Miami Beach, FL
Excellent site, instant answers and all the information in there. - H. Mehta, USA
This is one of the best site I have ever seen related to immigration related issues. Well maintained. - R. Singh, Mountain View, CA
Very concise and clear description of immigration/visa related things. A wonderful job! - A. Shekhar, Los Angeles, CA

More Add your views



**Relatives Visiting USA?
Need Visitor Medical Insurance?**

Visitor Visa | Visitors Insurance | Discussion Forums | Insurance Resources | Read Experiences | Tracker
Advertise | Contact Us | Disclaimer | Glossary | Privacy Policy | Site Map | Terms of Use

Copyright © 1999-2007 immihelp.com All rights reserved.

immihelp.com is private non-lawyer web site. Not affiliated with any government agency.

2

PLEADING

EXHIBIT 2



[Contact Us](#) [Guide](#) [Send to Friend](#)

HACKER SAFE
TESTED DAILY 03-JUL

Source Id:
bai

(866) INSU-BUY
8 AM - 8 PM CST, Mon-Sat

International Medical
[Visitors To USA](#)
[Visitors\(Outside USA\)](#)
[New Immigrants](#)
[Students](#)
[J1/J2 Exchange Visitor](#)
[AU Pair](#)
[Schengen Visa](#)
[Expatriates](#)
[Missionary](#)
[Marine Crew](#)
[Other](#)

Individual Medical
[Short Term](#)
[Long Term](#)
[Students](#)

Travel
[Trip Insurance](#)
[Student Trip](#)
[Flight Accident](#)
[Medical Evacuation](#)
[Annual Multitrip](#)
[Accident\(AD&D\)](#)

Miscellaneous
[Dental](#)
[Group Medical](#)
[Life\(US Residents\)](#)
[Life\(NonUS Residents\)](#)
[Disability](#)

Share & Learn
[Experiences](#)
[Discussion Forums](#)



More Awards

Visitor Medical Insurance for visitors to USA

[Overview](#) [Insurance Types](#) [FAQ](#) [Glossary](#) [Experiences](#)

Enter all the data below to get accurate information about visitors medical insurance policies and to get instant quotes. Compare, choose and buy.

View All Plans

Citizenship* ☐ Non-US Citizen
Country of Residence* ☐ Outside USA
State Select One
Coverage Area* ☐ USA
Policy Maximum* \$50,000 ☐ Per Person
Start Date(Inclusive)* mm/dd/yyyy
End Date(Inclusive)* mm/dd/yyyy
Age* 50-59 ☐ Years
Spouse Age N/A ☐ Years
Dependent Children Under 10 0 ☐ **10-17** 0 ☐
Arrival in USA* ☐ Yet to arrive

Current Clients

[Cancellation](#)
[Claims](#)
[Corrections](#)
[Print ID Card](#)
[Provider Directory](#)
[Renewal](#)



- No paperwork, no medical exam required.
- You can either apply online on this website or you can call us and we can take your application over the phone. It is exactly same procedure and same price either way.
- You require date of birth and passport number to apply for insurance.
- Coverage can start as early as the next day or any future date that you specify.

[About Us](#) | [Achievements](#) | [Companies](#) | [Disclaimer](#) | [Plans](#) | [Privacy Policy](#) | [Site Map](#)
[Insurance Agent Sign up](#) | [Travel Agent Sign up](#)

Copyright © 2002-2007 BuyAmericanInsurance.comSM All rights reserved.

3

PLEADING

EXHIBIT 3



Contact Us Guide Send to Friend

HACKER SAFE
TESTED DAILY 03-JUL

Source Id:
bai

(866) INSU-BUY
8 AM-9 PM CST. Mon-Sat

International Medical
[Visitors To USA](#)
[Visitors\(Outside USA\)](#)
[New Immigrants](#)
[Students](#)
[J1/J2 Exchange Visitor](#)
[AU Pair](#)
[Schengen Visa](#)
[Expatriates](#)
[Missionary](#)
[Marine Crew](#)
[Other](#)

Individual Medical
[Short Term](#)
[Long Term](#)
[Students](#)

Travel
[Trip Insurance](#)
[Student Trip](#)
[Flight Accident](#)
[Medical Evacuation](#)
[Annual Multitrip](#)
[Accident\(AD&D\)](#)

Miscellaneous
[Dental](#)
[Group Medical](#)
[Life\(US Residents\)](#)
[Life\(NonUS Residents\)](#)
[Disability](#)

Share & Learn
[Experiences](#)
[Discussion Forums](#)



More Awards

Visitor Medical Insurance for visitors to USA

View All Plans

[Overview](#) [Insurance Types](#) [FAQ](#) [Glossary](#) [Experiences](#)

Enter all the data below to get accurate information about visitors medical insurance policies and to get instant quotes. Compare, choose and buy.

Citizenship* ☒ Non-US Citizen ☐

Country of Residence* ☒ Outside USA ☐

State Select One

Coverage Area* ☒ USA ☐

Policy Maximum* ☒ \$50,000 ☐ Per Person

Start Date(inclusive)* mm/dd/yyyy

End Date(inclusive)* mm/dd/yyyy

Age* ☒ 50-59 ☐ Years

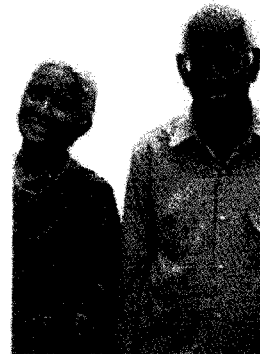
Spouse Age ☒ N/A ☐ Years

Dependent Children Under 10 ☒ 0 ☐ 10-17 ☐ 0

Arrival in USA* ☒ Yet to arrive ☐

Current Clients

[Cancellation](#)
[Claims](#)
[Corrections](#)
[Print ID Card](#)
[Provider Directory](#)
[Renewal](#)



- No paperwork, no medical exam required.
- You can either apply online on this website or you can call us and we can take your application over the phone. It is exactly same procedure and same price either way.
- You require date of birth and passport number to apply for insurance.
- Coverage can start as early as the next day or any future date that you specify.

[About Us](#) | [Achievements](#) | [Companies](#) | [Disclaimer](#) | [Plans](#) | [Privacy Policy](#) | [Site Map](#)
[Insurance Agent Sign up](#) | [Travel Agent Sign up](#)

Copyright © 2002-2007 BuyAmericanInsurance.comSM All rights reserved.

4

PLEADING

EXHIBIT 4

VisitorsMedical

(866) INSU-BUY
8AM-9PM CST. Mon-Sat

Atlas Series Insurance

[Home](#)

[Instant](#)

[Quotes/Purchase](#)

[Brochure - Atlas America](#)

[Brochure - Atlas International](#)

[Provider](#)

[Directory](#)

[Paper](#)

[Application](#)

[Daily Extendable](#)

[Claim Form](#)

[Print ID Card](#)

[Online Renewal](#)

[Contact Us](#)

Atlas Series Visitors Medical & International Travel Medical Insurance

Atlas Series insurance provides

- **Atlas America:** Visitors medical insurance for non-US citizens traveling outside home country if their travel includes USA. It can be purchased from \$50,000 to \$1,000,000. Atlas America can be purchased from 5 days to 12 months and it is extendable in increments of 1 day.
- **Atlas International:** International travel medical insurance for any one traveling outside home country and outside USA. It can be purchased from \$50,000 to \$1,000,000. Atlas International can be purchased from 5 days to 3 years and it is extendable in increments of 1 day. Deductible and co-insurance are applied only once a year.

You can get instant quotes of Atlas America/International and make instant purchase.

Atlas America and Atlas International are excellent comprehensive coverage plans. Atlas America has a good PPO network called Hygeia PPO Network all across US and is a preferred visitors insurance.

Atlas Series insurance is underwritten by Lloyds and is rated A "Excellent" by A.M. Best.

Atlas Series international travel insurance is administered by MultiNational Underwriters(MNU) and is based in Indianapolis, USA.

© 2005-2007 VisitorsMedical.com All Rights Reserved

5

PLEADING

EXHIBIT 5



Contact Us

(866) INSU-BUY
8 AM-9 PM CST. Mon-Sat

Visitors Care is a scheduled benefit medical insurance for visitors traveling to the USA.

Visitors Care travel medical health insurance is offered by International Medical Group(IMG). Visitors Care travel insurance is underwritten by Sirius International and it is rated A "Excellent" by A.M. Best.

Visitors Care visitors insurance is available from 5 days to 2 years duration. You can purchase Visitors Care IMG insurance online on this website or by completing a paper application and sending it by mail or fax. If you purchase online, you will receive a renewal notice in the email, 2 weeks before its expiration. You can renew online at that time or you can call us.

Visitors Care medical insurance gives you the freedom to visit any doctor or hospital.

You can view all the details of Visitors Care travel insurance in the brochure. You can get instant quotes and make instant purchase with credit card payment. No medical exam needed. All you need is your birth date and passport number.

Brochure

Instant Quotes & Purchase

PDF Brochure & Paper Application

Online Renewal

Provider Directory

Copyright © 2005-2007 VisitorsCareIMG.com All rights reserved.
Member of **BuyAmericanInsurance.com**SM network.

6

PLEADING

EXHIBIT 6



[Contact Us](#) [Guide](#) [Send to Friend](#)

HACKER SAFE
TESTED DAILY 03-JUL

Source Id: bai
(866) INSU-BUY
8 AM-9 PM CST. Mon-Sat

International Medical
[Visitors To USA](#)
[Visitors\(Outside USA\)](#)
[New Immigrants](#)
[Students](#)
[J1/J2 Exchange Visitor](#)
[AU Pair](#)
[Schengen Visa](#)
[Expatriates](#)
[Missionary](#)
[Marine Crew](#)
[Other](#)

Individual Medical
[Short Term](#)
[Long Term](#)
[Students](#)

Travel
[Trip Insurance](#)
[Student Trip](#)
[Flight Accident](#)
[Medical Evacuation](#)
[Annual Multitrip](#)
[Accident\(AD&D\)](#)

Miscellaneous
[Dental](#)
[Group Medical](#)
[Life\(US Residents\)](#)
[Life\(NonUS Residents\)](#)
[Disability](#)

Share & Learn
[Experiences](#)
[Discussion Forums](#)



More Awards

Visitor Medical Insurance for visitors to USA

View All Plans

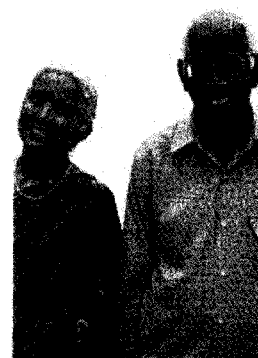
[Overview](#) [Insurance Types](#) [FAQ](#) [Glossary](#) [Experiences](#)

Enter all the data below to get accurate information about visitors medical insurance policies and to get instant quotes. Compare, choose and buy.

Citizenship* Non-US Citizen ☐
Country of Residence* Outside USA ☐
State Select One
Coverage Area* USA ☐
Policy Maximum* \$50,000 ☐ Per Person ☐
Start Date(inclusive)* mm/dd/yyyy
End Date(inclusive)* mm/dd/yyyy
Age* 50-59 ☐ Years
Spouse Age N/A ☐ Years
Dependent Children Under 10 0 ☐ 10-17 0 ☐
Arrival in USA* Yet to arrive ☐

Current Clients

[Cancellation](#)
[Claims](#)
[Corrections](#)
[Print ID Card](#)
[Provider Directory](#)
[Renewal](#)



- No paperwork, no medical exam required.
- You can either apply online on this website or you can call us and we can take your application over the phone. It is exactly same procedure and same price either way.
- You require date of birth and passport number to apply for insurance.
- Coverage can start as early as the next day or any future date that you specify.

[About Us](#) | [Achievements](#) | [Companies](#) | [Disclaimer](#) | [Plans](#) | [Privacy Policy](#) | [Site Map](#)
[Insurance Agent Sign up](#) | [Travel Agent Sign up](#)

Copyright © 2002-2007 BuyAmericanInsurance.comSM All rights reserved.

7

PLEADING

EXHIBIT 7



(866)INSU-BUY
8 AM - 9 PM CST. Mon-Sat

[Contact Us](#)



INSUBUY Health insurance for persons visiting USA

Are your parents, in-laws or other relatives temporarily visiting United States? Medical treatment in United States is very expensive. It is generally better to purchase the visitors insurance from US based company as you get health insurance card, direct payment to the providers in most cases, renewable in case of extension of trip and refundable in case of early departure.

As a leading broker in the United States, we offer the best visitors insurance plans available in the market. Visitors Care provides a limited coverage and is a low-cost insurance while Protection America provides the best coverage and costs more money.

You can get instant quotes, view all the details about the products and make instant purchase online. No medical exam, no paper work, no membership fee. Insure with us today and have a peace of mind.

Visitors Care

Lowest cost, starting at \$23/month

Fixed coverage

First Health PPO Network

- [Brochure](#)
- [Instant Quotes & Purchase](#)
- [Provider Directory](#)
- [Online Renewal](#)

Protection America

Best plan

Comprehensive coverage

First Health PPO Network

- [Brochure](#)
- [Instant Quotes & Purchase](#)
- [Provider Directory](#)
- [Online Renewal](#)

Copyright © 2002-2007 INSUBUY All Rights Reserved